

REMARKS

Claims 1-31 were originally presented for examination. Of those claims, claims 1, 11 and 24 were independent claims.

In the first Office Action, the following rejections were stated:

1. Claims 1-10 and 24-31 were rejected as indefinite under 35 USC §112;
2. Claims 1, 2, 4-7, 24, 25 and 28-31 were rejected as lacking novelty under 35 USC §102(b) over WEIS (1,471,989);
3. Claims 1-3, 6, 11-13, 16, 23, 24 and 26 were also rejected as lacking novelty under 35 USC §102(b) over BLOOM (6,199,357); and
4. Claims 8, 9 and 27 were rejected as being obvious under 35 USC §103(a) over WEIS in view of GESSELL et al. (4,706,448).

Both BLOOM and GESSELL et al. were cited by applicants in the Information Disclosure Statement that was filed with the application.

We are pleased to note that dependent claims 14, 15 and 18-22 are indicated to be allowable over the prior art.

The claims have been amended herein in a manner which should obviate the §112 rejections.

WEIS is a relatively old patent which discloses a rake having sharp teeth or prongs 11 which are covered with caps of "rubber,

wood or other material of relatively soft properties", and which caps have a curved head 14 to prevent injury by the sharp prongs to the turf. The caps may be of rubber or may be lined with rubber at 16 or similar frictional material so that they remain on the tines.

BLOOM discloses a harvester reel pickup tine construction in which a finger portion 2 is vertically inserted into a clamp portion 1 through a vertical passage 16 in the lower part of the clamp portion 1. Another bore 12 extends transversely through the lower part 57 of the clamp portion 1 and a hole 17 extends through the finger portion 2 to receive a screw 9, as seen in FIG. 6, to hold the finger portion 2 in the clamp portion 1. The clamp portion 1 has been construed to be a "finger portion" in the last Office Action and when it has been, the passage 16 and hole 17 have been relied upon to meet the cavity language in the claims. However, applicants seriously question whether the clamp portion 1 is capable of being construed to be a "finger portion".

In any event, independent claims 1 and 11 have been amended herein to set forth that the cavity of the elongate hollow finger is "curved and extending over at least a portion of the length of said hollow finger". As such claims 1 and 11 clearly define over both WEIS and BLOOM who fail to disclose or suggest any such cavity curvature.

Claim 24, the claim directed to the method of repairing a broken harvester reel pickup tine finger, has only been amended in a manner to obviate the \$112 indefiniteness rejection, but has not otherwise been substantially amended. It is respectfully submitted that the rejection of claim 24 on either WEIS or BLOOM under \$102 is clearly inappropriate.

WEIS does not even remotely teach or suggest a method of repairing a broken tine as set forth in claim 24. The function that is being performed in a method claim must be given patentable weight, and WEIS clearly does not perform that function, i.e. repairing a broken harvester reel pick up tine finger.

Method claim 24 also sets forth that the repair is accomplished by positioning at least a portion of the remaining portion of the broken finger into the cavity of the elongate hollow finger. BLOOM fails to disclose or suggest positioning any "remaining portion of a broken finger" into anything as called for in claim 24. BLOOM entirely removes the broken finger by removing the screw 9, places an entirely new finger in the passage 16 of the clamp portion 1, and then replaces the screw 9.

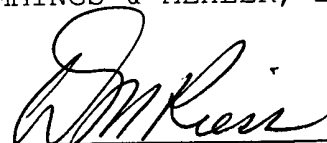
For the above reasons, it is respectfully submitted that all of the claims remaining in the present application, claims 1 - 31 are in condition for allowance. Accordingly, favorable reconsideration and allowance are requested.

Respectfully submitted,

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